

Amendment to Provider Group Services Agreement

WHEREAS, XXX Health Plan and YYY practice (Group) have executed a Provider Group Services Agreement dated 2/15/09 (the "Agreement"); and

WHEREAS, XXX and YYY mutually desire to amend the Agreement;

NOW, THEREFORE, pursuant to the Amendment provisions of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The effective date of this Amendment shall be 05/01/2009
2. Attachment A, Patient-Centered Medical Home Pilot, will be added in its entirety. Attachment A will apply to the following practices only and the reference to "Group" in Attachment A will apply to each practice as a separate entity:
YYY1, Federal Tax ID: xxxxxx
YYY2, Federal Tax ID: xxxxxxxxxx
YYY3, Federal Tax ID: xxxxxxxxxx
3. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.
4. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives below:

Provider:

By: _____

Printed Name: _____

Title: _____

Date: _____

Health Plan:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

PATIENT-CENTERED MEDICAL HOME PILOT

I. The Term of the Program for this Colorado Medical Home Pilot is effective from 05/01/2009 through 04/30/2011.

II. Patient-Centered Medical Home Summary

The intent of the Program is to demonstrate the value of a Patient-Centered Medical Home (PCMH) by conducting a proof of concept project with selected practices over a determinate period (the "Term of the Program.") based on the principles and definitions advocated by the Patient-Centered Primary Care Collaborative, the National Committee for Quality Assurance ("NCQA") and the NCQA Physicians Practice Connection – Patient-Centered Medical Home ("PPC-PCMH") recognition program.

III. Medical Home Requirements

A. Enhanced Care Coordination

1. Group's Requirements.

- a. Group identifies HEALTH PLAN participants with high acuity conditions requiring enhanced care coordination based on HP's PreVise report as well as Group's records.
- b. Group provides enhanced care coordination to identified HP Participants.
- c. Group works collaboratively with HP's medical management services.

2. HP's Requirements.

- a. HP will make best efforts to provide quarterly PreVise reports to Group to help identify high acuity Participants.
- b. HP will provide Gaps in Care information to facilitate potential gaps in care needs, and to provide additional information to identify HP Participants that may potentially benefit from enhanced care coordination.
- c. HP will also provide its standard reports displaying quality and affordability via existing evidence based measures and episode treatment group reports.
- d. HP will provide Medical Management support to Group to facilitate care coordination, identification of members, and helping to avoid Participants receiving duplication of case management and disease management services.

- e. HP will reimburse Group for enhanced care coordination services, as outlined in III.A.3 below.
3. Enhanced Care Coordination Fee. The enhanced care coordination fee will begin as of the effective date of this Amendment. The initial payment will be made by 08/15/2009 based on HP's system availability. The next payment will be made by 10/01/2009. Thereafter, payments will be made twice yearly in May and October. Participants must be actively enrolled with HP to qualify for reimbursement. The enhanced care coordination fee will be based on a PMPM (per member per month) payment using HP's Virtual PCP alignment methodology as outlined in III.A.4 below.
- a. If Group achieves and maintains Level 1 of the NCQA PPC-PCMH recognition after the Effective Date, HP will remit a PMPM fee of \$X.00.
 - b. If Group achieves and maintains Level 2 of the NCQA PPC-PCMH recognition after the Effective Date, HP will remit a PMPM fee of \$Y.00.
 - c. If Group achieves and maintains Level 3 of the NCQA PPC-PCMH recognition after the Effective Date, HP will remit a PMPM fee of \$Z.00.
 - d. If Group's level of NCQA PPC-PCMH increases or decreases during the term of this pilot program, then HP will reimburse Group for the revised level beginning with the next payment. HP will make the initial payment based on the NCQA PPC-PCMH level the Group has achieved by July 1, 2009. If no level has been established by July 1, 2009 then the initial payment will be based on level 1.
4. HP's Virtual PCP Alignment Methodology
- a. Virtual PCP alignment methodology is used to determine HP Participants that are attributed to a primary care practice. As of the effective date of the amendment, HP Participants will apply to fully insured business and to any self insured accounts that agree participate.
 - i. Claims for the PCMH practice are assessed for a 12-month period using the following evaluation & management codes:
 - ii. Office Visit E&M New & Established (99201 – 99205; 99211 – 99215)
 - iii. Office Visit Preventive New & Established (99381 – 99387; 99391 – 99397)
 - iv. Office Consult (99241 – 99245)
 - b. Any Participant who has at least one E & M or preventive health visit (based on 29 identified CPT-4 codes) with a primary care practice (IM, FP, GP, Peds) in the past 12 months will be identified if a member has more than one visit, he/she will

be assigned to the PCP with the most visits. If there is a tie in the number of visits (to multiple PCPs), assignment is to the PCP with the last/most recent visit

- c. Participant lists for the pilot practices will be generated every 6 months in April and September.

5. Confidentiality

The parties acknowledge that, as a result of this Amendment, each may have access to certain trade secrets or other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Amendment, in confidence and shall not use or disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Amendment. This provision shall not be construed to prohibit HP from disclosing information to HP Affiliates or the agents or subcontractors of HP or HP Affiliates or from disclosing the terms and conditions of this Amendment, including reimbursement rates, to existing or potential Payors, Participants or other customers of HP or HP Affiliates or their representatives (including but not limited to a Participant's treating provider). This provision shall survive the termination of this Amendment. Nothing in this provision shall be construed to prohibit communications necessary or appropriate for the delivery of health care services, communications regarding coverage and coverage appeal rights or any other communications expressly protected under applicable law.